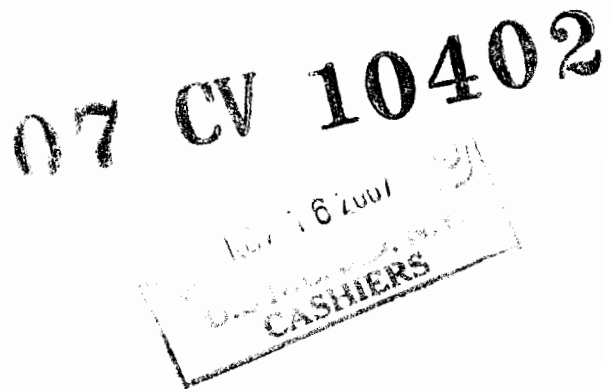


Martin F. Casey (MFC-1415)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225
Attorneys for Plaintiff



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
PAGANINI FOODS, LLC

Plaintiff,

2007 Civ.

- against -

COMPLAINT

M/V ZIM SAVANNAH, her engines, boilers, tackle,
furniture, apparel, etc *in rem*; HAPAG LLOYD
CONTAINER LINE, *in personam*,

Defendants.
-----X

Plaintiff, PAGANINI FOODS, LLC (hereinafter "Plaintiff"), by and through its attorneys, Casey & Barnett, LLC as and for its Complaint against the M/V ZIM SAVANNAH (hereinafter "vessel") and her engines, boilers, tackle, furniture, apparel, etc., *in rem* and HAPAG LLOYD CONTAINER LINE, *in personam*, alleges upon information and belief as follows:

PARTIES

1. At all material times, Paganini Foods, LLC was and is a corporation duly organized under the laws of a foreign state with an office place of business located at 100 Dartmouth Drive, Suite 400, Swedesboro, NJ 08085-2008 and was the owner of a consignment of kiwis laden on board the M/V ZIM SAVANNAH., as more specifically described below.

2. Upon information and belief, defendant, HAPAG LLOYD CONTAINER LINE (hereinafter "Hapag Lloyd"), is a foreign corporation with a place of business located at 399 Hoes Lane, Piscataway, New Jersey 08854 and at all relevant times was and is doing business in this jurisdiction and was at all relevant times the owner and/or operator of the M/V ZIM SAVANNAH.

JURISDICTION

3. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333 and the General Maritime Law of the United States

FACTS

4. On or about March 6, 2006, a consignment consisting of 2496 packages of kiwi fruit in container No. HLXU671602, then being in good order and condition, was delivered to the M/V ZIM SAVANNAH and the *in personam* defendants and/or their agents in Livorno, Italy, for transportation to Newark, New Jersey in consideration of an agreed upon freight, pursuant to bill of lading number HLCUGOA060215109, dated March 14, 2006

5. Thereafter, the consignment having been loaded aboard the M/V ZIM SAVANNAH, the vessel sailed from the port of Livorno, Italy to its destination in Newark, New Jersey.

6. Following discharge, it was discovered that the consignment was not in the same good order and condition as when received by the defendants, but instead, had sustained damages due to the defendants failure to maintain the cargo at the proper temperatures during transit.

7. The damage to the cargo was not the result of any act or omission of the plaintiff but, to the contrary, was due solely as the result of the negligence, fault, neglect, breach of contract of carriage, unseaworthiness and bailment on the part of the defendants.

8. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignments, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

9. Plaintiff and its predecessors in title have performed all of the conditions precedent on their part to be performed under the terms of the said contract.

10. By reason of the foregoing, plaintiff has been sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than \$8,760.00.

11. Plaintiff has a maritime lien against the M/V ZIM SAVANNAH for the damages referred to herein and will enforce that lien in these proceedings.

12. All and singular the matters alleged herein are true and correct. Plaintiff reserves the right to amend and supplement this complaint, as further facts become available.

WHEREFORE, Plaintiff prays:

1. In rem service of process be issued against the M/V ZIM SAVANNAH, her engines, boilers, tackle, furniture, apparel, etc.; that the vessels be seized and that all those claiming an interest in her be cited to appear and answer under oath both all and singular the matters aforesaid;

2. If the in personam defendants cannot be found within this District, then all their property within this District be attached in the amount of \$8,760.00 with interest thereon and costs, the sums sued for in this Complaint;

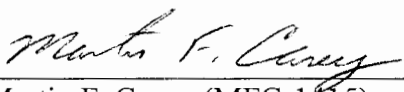
3. The M/V ZIM SAVANNAH, her engines, boilers, tackle, furniture, apparel, etc., be condemned and sold to satisfy the judgments herein in favor of plaintiffs;

4. The Court order, adjudge and decree that defendants HAPAG LLOYD CONTAINER LINE and M/V ZIM SAVANNAH be found joint and /or severally liable and pay to plaintiff the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs; and,

5. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
November 16, 2007
215-17

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
Martin F. Casey (MFC-1415)
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225